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12 Attorneys for Defendant  
13 **COSTCO WHOLESALE CORPORATION**

14  
15 **UNITED STATES DISTRICT COURT**  
16 **DISTRICT OF NEVADA**

17 LULA TAYLOR, individually,  
18 Plaintiff,

Case No.: 3:18-cv-00586-MMD-CBC

19 vs.

20 COSTCO WHOLESALE CORPORATION, a  
21 Washington Corporation; and 1-10 does,  
22 inclusive,

**STIPULATED PROTECTIVE**  
**ORDER**

23 Defendants.  
24 \_\_\_\_\_/

25 In order to protect the confidentiality of confidential information obtained by the parties in  
26 connection with this case, PLAINTIFF LULA TAYLOR and DEFENDANT COSTCO  
27 WHOLE SALE CORPORATION by and through their attorneys of record Michael  
28 E. Sullivan, Esq., Michael A. Burke, Esq., and Hannah E. Winston, Esq. of  
Robison, Sharp, Sullivan & Brust, hereby agree as follows:

1. Any party or non-party may designate as "confidential" (by stamping the relevant page or other otherwise set forth herein) any document or response to discovery which that party or non-party considers in good faith to contain information involving trade secrets, or confidential business or financial information, subject to protection under the Federal Rules of Civil Procedure or Nevada law ("Confidential

1 Information"). Where a document or response consists of more than one page, the  
2 first page and each page on which confidential information appears shall be so  
3 designated.

4 2. A party or non-party may designate information disclosed during a deposition or in  
5 response to written discovery as "confidential" by so indicating in said response or  
6 on the record at the deposition and requesting the preparation of a separate  
7 transcript of such material. Additionally, a party or non-party may designate in  
8 writing, within twenty (20) days after receipt of said responses or of the deposition  
9 transcript for which the designation is proposed, that specific pages of the  
10 transcript and/or specific responses be treated as "confidential" information. Any  
11 other party may object to such proposal, in writing or on the record. Upon such  
12 objection, the parties shall follow the procedures described in paragraph 8 below.  
13 After any designation made according to the procedure set forth in this paragraph,  
14 the designated documents or information shall be treated according to the  
15 designation until the matter is resolved according to the procedures described in  
16 paragraph 8 below, and counsel for all parties shall be responsible for making all  
17 previously unmarked copies of the designated material in their possession or  
18 control with the specified designation.

19 3. All information produced or exchanged in the course of this case (other than information  
20 that is publicly available) shall be used by the party or parties to whom the  
21 information is produced solely for the purpose of this case.

22 4. Except with the prior written consent of other parties, or upon prior order of this Court  
23 obtained upon notice to opposing counsel, Confidential Information shall not be  
24 disclosed to any person other than:

25 (a) counsel for the respective parties to this litigation, including in-house counsel and co-  
26 counsel retained for this litigation;

27 (b) employees of such counsel;

1 (c) individual defendants, class representatives, any officer or employee of a party, to the  
2 extent deemed necessary by Counsel for the prosecution or defense of this  
3 litigation;

4 (d) consultants or expert witnesses retained for the prosecution or defense of this  
5 litigation, provided that each such person shall execute a copy of the Certification  
6 annexed to this Order as Exhibit "A" (which shall be retained by counsel to the  
7 party so disclosing the Confidential Information and made available for inspection  
8 by opposing counsel during the pendency or after the termination of the action  
9 only upon good cause shown and upon order of the Court) before being shown or  
10 given any Confidential Information and provided that if the party chooses a  
11 consultant or expert employed by COSTCO WHOLESALE CORPORATION or  
12 one of its competitors, the party shall notify the opposing party, or designating  
13 nonparty, before disclosing any Confidential Information to that individual and  
14 shall give the opposing party an opportunity to move for a protective order  
15 preventing or limiting such disclosure;

16 (e) any authors or recipients of the Confidential Information;

17 (f) the Court, Court personnel, and court reporters; and

18 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall sign the  
19 Certification before being shown a confidential document. Confidential  
20 Information may be disclosed to a witness who will not sign the Certification only  
21 in a deposition at which the party who designated the Confidential Information is  
22 represented or has been given notice that Confidential Information shall be  
23 designated "Confidential" pursuant to paragraph 2 above. Witnesses shown  
24 Confidential Information shall not be allowed to retain copies.

25 5. Any persons receiving Confidential Information shall not reveal or discuss such  
26 information to or with any person who is not entitled to receive such information,  
27 except as set forth herein.  
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1 6. Unless otherwise permitted by statute, rule or prior court order, papers filed with the  
2 court under seal shall be accompanied by a contemporaneous motion for leave  
3 to file those documents under seal and shall be filed consistent with the court's  
4 electronic filing procedures in accordance with Local Rule IA 10-5.  
5 Notwithstanding any agreement among the parties, the party seeking to file a  
6 paper under seal bears the burden of overcoming the presumption in favor of  
7 public access to papers filed in court. *Kamakana v. City and County of*  
8 *Honolulu*, 447 F.2d 1172 (9th Cir. 2006); *Pintos v. Pac. Creditors Ass'n*, 605 F.3d  
9 665, 677- 78 (9th Cir. 2010).

10 7. A party may designate as "Confidential" documents or discovery materials produced  
11 by a non-party by providing written notice to all parties of the relevant document  
12 numbers or other identification within thirty (30) days after receiving such  
13 documents or discovery materials. Any party or non-party may voluntarily  
14 disclose to others without restriction any information designated by that party or  
15 non-party as confidential, although a document may lose its confidential status if  
16 it is made public.

17 8. If a party contends that any material is not entitled to confidential treatment, such party  
18 may at any time give written notice to the party or non-party who designated the  
19 material. The party or non-party who designated the material shall have twenty-  
20 five (25) days from the receipt of such written notice to apply to the Court for an  
21 order designating the material as confidential. The party or non-party seeking the  
22 order has the burden of establishing that the document is entitled to protection.

23 9. Notwithstanding any challenge to the designation of material as Confidential  
24 Information, all documents shall be treated as such and shall be subject to the  
25 provisions hereof unless and until one of the following occurs:

26 (a) the party or non-party claims that the material is Confidential Information withdraws  
27 such designation in writing; or  
28

1 (b) the party or non-party who claims that the material is Confidential Information fails to  
2 apply to the Court for an order designating the material confidential within the  
3 time period specified above after receipt of a written challenge to such  
4 designation; or (c) the Court rules the material is not confidential.

5 10. All provisions of this Order restricting the communication or use of Confidential  
6 Information shall continue to be binding after the conclusion of this action, unless  
7 otherwise agreed or ordered. Upon conclusion of the litigation, a party in the  
8 possession of Confidential Information, other than that which is contained in  
9 pleadings, correspondence, and deposition transcripts, shall either (a) return  
10 such documents no later than thirty (30) days after conclusion of this action to  
11 counsel for the party or non-party who provided such information, or (b) destroy  
12 such documents within the time period upon consent of the party who provided  
13 the information and certify in writing within thirty (30) days that the documents  
14 have been destroyed.

15 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use  
16 of documents at trial.

17 12. Nothing herein shall be deemed to waive any applicable privilege or work product  
18 protection, or to affect the ability of a party to seek relief for an inadvertent  
19 disclosure of material protected by privilege or work product protection.

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13. Any witness or other person, firm or entity from which discovery is sought may be informed of and may obtain the protection of this Order by written advice to the parties' respective counsel or by oral advice at the time of any deposition or similar proceeding.

DATED: June 3, 2019

DATED: June 3, 2019

ROBISON, SHARP, SULLIVAN & BRUST

By: Hannah E. Winston  
MICHAEL E. SULLIVAN, ESQ.  
MICHAEL A. BURKE, ESQ.  
HANNAH E. WINSTON, ESQ.

By: Lula Taylor  
LULA TAYLOR  
Plaintiff in Pro Se

**ORDER**

IT IS SO ORDERED this 4<sup>th</sup> day of June, 2019.

[Signature]  
United States Magistrate Judge

**EXHIBIT A**

**CERTIFICATION**

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated

\_\_\_\_\_, in \_\_\_\_\_, Civil No. \_\_\_\_\_.

I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information - including copies, notes, or other transcriptions made therefrom - in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information including copies, notes or other transcriptions made therefrom - to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

Pursuant to FRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of **STIPULATED PROTECTIVE ORDER** on all parties to this action by the method(s) indicated below:

  X   by placing a true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

***Lula Taylor***  
***1455 West 4<sup>th</sup> Street, Space #25***  
***Reno, NV 89503***  
***Plaintiff in Pro Per***

       by using the Court's CM/ECF Electronic Notification System addressed to:

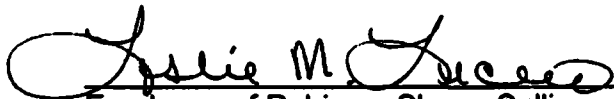
       by personal delivery/hand delivery addressed to:

  X   by email addressed to:

***Lula Taylor***  
***Department42@gmail.com***

       by Federal Express/UPS or other overnight delivery addressed to:

DATED: This   3   day of June 2019.



Employee of Robison, Sharp, Sullivan & Brust